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By: **Montgomery County Delegation and Prince George's County  
Delegation**

Introduced and read first time: February 4, 2003

Assigned to: Appropriations

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A BILL ENTITLED

1 AN ACT concerning

2 **Washington Suburban Sanitary Commission - Collective Bargaining**  
3 **MC/PG 107-03**

4 FOR the purpose of establishing collective bargaining rights for certain employees of  
5 the Washington Suburban Sanitary Commission; repealing a provision that sets  
6 a maximum increase in compensation for certain employees in the WSSC's  
7 budget; granting certain employees and the WSSC certain rights; prohibiting  
8 certain actions; establishing unfair labor practice procedures; providing for the  
9 appointment of a neutral party under certain circumstances; establishing  
10 procedures for the election and certification of an exclusive representative;  
11 establishing procedures for the creation of certain bargaining units; establishing  
12 procedures for resolving certain disputes; requiring the WSSC and a certified  
13 employee organization to engage in good faith collective bargaining in regard to  
14 certain subjects of bargaining; requiring a neutral party to conduct a certain  
15 election under certain circumstances; requiring the WSSC and an exclusive  
16 representative to execute a certain memorandum; requiring certain issues of  
17 collective bargaining to be completed by a certain day; providing that a  
18 memorandum of understanding is subject to the approval of the WSSC  
19 commissioners; requiring the WSSC to request funds for all economic provisions  
20 of a memorandum of understanding; requiring the parties to reopen  
21 negotiations if the Montgomery County and Prince George's County councils do  
22 not approve funding for the provisions of the memorandum of understanding;  
23 establishing a procedure for resolving a negotiability dispute; authorizing a  
24 party to request that certain issues be submitted to binding arbitration under  
25 certain circumstances; requiring certain employee organizations to provide  
26 certain financial reports; defining certain terms; providing for the application of  
27 this Act; and generally relating to collective bargaining and labor relations  
28 matters involving the Washington Suburban Sanitary Commission.

29 BY repealing  
30 Article 29 - Washington Suburban Sanitary District  
31 Section 1-204(g)  
32 Annotated Code of Maryland

1 (1997 Replacement Volume and 2002 Supplement)

2 BY adding to

3 Article 29 - Washington Suburban Sanitary District

4 Section 11.5-101 through 11.5-601, inclusive, to be under the new title "Title

5 11.5. Collective Bargaining"

6 Annotated Code of Maryland

7 (1997 Replacement Volume and 2002 Supplement)

8 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF

9 MARYLAND, That the Laws of Maryland read as follows:

10 **Article 29 - Washington Suburban Sanitary District**

11 1-204.

12 [(g) (1) The maximum increase in employee compensation in a budget  
13 adopted under this section, for both salaries and wages, including both merit  
14 increases and cost-of-living adjustments, may not exceed the increases, if any,  
15 including both merit increases and cost-of-living adjustments, authorized for State  
16 employees for the same fiscal year.

17 (2) This subsection does not apply to an employee who:

18 (i) Is employed under a collective bargaining agreement; or

19 (ii) Receives a base salary or annualized wage of less than \$25,000  
20 per year.]

21 TITLE 11.5. COLLECTIVE BARGAINING.

22 SUBTITLE 1. DEFINITIONS.

23 11.5-101.

24 (A) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS  
25 INDICATED.

26 (B) "BARGAINING UNIT" MEANS A GROUP OF WSSC EMPLOYEES RECOGNIZED  
27 BY THE WSSC AS APPROPRIATE FOR REPRESENTATION BY AN EXCLUSIVE  
28 REPRESENTATIVE.

29 (C) "CERTIFICATION" MEANS THE PROCEDURE BY WHICH A LABOR  
30 ORGANIZATION IS ELECTED AND OFFICIALLY RECOGNIZED AS THE EXCLUSIVE  
31 REPRESENTATIVE OF A BARGAINING UNIT.

32 (D) "COLLECTIVE BARGAINING" MEANS GOOD FAITH NEGOTIATIONS BY AN  
33 EXCLUSIVE REPRESENTATIVE AND THE WSSC WITH THE INTENTION OF:

1 (1) REACHING AN AGREEMENT ABOUT WAGES, HOURS, AND OTHER  
2 TERMS AND CONDITIONS OF EMPLOYMENT; AND

3 (2) INCORPORATING THE TERMS OF THE AGREEMENT INTO A WRITTEN  
4 MEMORANDUM OF UNDERSTANDING.

5 (E) (1) "EMPLOYEE" MEANS AN INDIVIDUAL WHO OCCUPIES A PERMANENT  
6 POSITION IN THE CLASSIFIED SERVICE OF THE WSSC.

7 (2) "EMPLOYEE" DOES NOT INCLUDE:

8 (I) A SUPERVISOR;

9 (II) AN EMPLOYEE WHO FORMULATES COMMISSION POLICY;

10 (III) AN EMPLOYEE WHO MAY BE REASONABLY REQUIRED ON  
11 BEHALF OF THE WSSC TO ASSIST IN PREPARING FOR OR CONDUCTING LABOR  
12 NEGOTIATIONS;

13 (IV) AN EMPLOYEE WHO ASSISTS IN ADMINISTERING MEMORANDA  
14 OF UNDERSTANDING;

15 (V) AN EMPLOYEE WHO HAS A MAJOR ROLE IN PERSONNEL  
16 ADMINISTRATION;

17 (VI) COMMISSIONED LAW ENFORCEMENT PERSONNEL;

18 (VII) AN ATTORNEY IN THE GENERAL COUNSEL'S OFFICE; AND

19 (VIII) AN EMPLOYEE WHO ACTS IN A CONFIDENTIAL CAPACITY TO AN  
20 EMPLOYEE LISTED IN ITEMS (I) THROUGH (VII) OF THIS PARAGRAPH.

21 (F) "EMPLOYEE ORGANIZATION" MEANS AN ORGANIZATION IN WHICH AN  
22 EMPLOYEE PARTICIPATES AND WHOSE PRIMARY PURPOSE IS THE REPRESENTATION  
23 OF AN EMPLOYEE IN COLLECTIVE BARGAINING.

24 (G) "EXCLUSIVE REPRESENTATIVE" MEANS A LABOR ORGANIZATION THAT  
25 HAS BEEN CERTIFIED BY THE WSSC TO REPRESENT A BARGAINING UNIT IN  
26 COLLECTIVE BARGAINING.

27 (H) "IMPARTIAL AGENCY" MEANS:

28 (1) THE STATE MEDIATION AND CONCILIATION SERVICE;

29 (2) THE AMERICAN ARBITRATION ASSOCIATION;

30 (3) THE FEDERAL MEDIATION AND CONCILIATION SERVICE;

31 (4) THE NATIONAL CENTER FOR DISPUTE SETTLEMENT; OR

32 (5) ANY OTHER SIMILAR ORGANIZATION.

1 (I) "LOCKOUT" MEANS ACTION TAKEN BY THE WSSC TO:

2 (1) INTERRUPT OR PREVENT THE CONTINUITY OF THE EMPLOYEES'  
3 USUAL WORK FOR THE PURPOSE AND WITH THE INTENT OF COERCING THE  
4 EMPLOYEES INTO RELINQUISHING RIGHTS GUARANTEED BY THIS TITLE; OR

5 (2) BRING ECONOMIC PRESSURE ON EMPLOYEES FOR THE PURPOSE OF  
6 SECURING THE AGREEMENT OF THEIR EXCLUSIVE REPRESENTATIVE TO CERTAIN  
7 COLLECTIVE BARGAINING AGREEMENT TERMS.

8 (J) "STRIKE" MEANS THE REFUSAL OF AN EMPLOYEE, IN CONCERTED ACTION  
9 WITH OTHERS, TO REPORT TO WORK, TO STOP OR SLOW DOWN WORK, OR TO ABSTAIN  
10 IN WHOLE OR IN PART FROM THE FULL, FAITHFUL, AND PROPER PERFORMANCE OF  
11 DUTIES WHERE THE OBJECT IS TO INDUCE, INFLUENCE, OR COERCE A CHANGE IN  
12 THE TERMS, CONDITIONS, RIGHTS, OR PRIVILEGES OF EMPLOYMENT.

13 (K) "SUPERVISOR" MEANS AN INDIVIDUAL HAVING AUTHORITY:

14 (1) TO HIRE, PROMOTE, DEMOTE, DISCIPLINE, DISCHARGE, RETAIN, LAY  
15 OFF, RECALL, OR TRANSFER AN EMPLOYEE;

16 (2) TO DIRECT AND EVALUATE THE PERFORMANCE OF AN EMPLOYEE;  
17 AND

18 (3) THAT IS NOT MERELY ROUTINE OR CLERICAL AND REQUIRES THE  
19 USE OF INDEPENDENT JUDGMENT.

20 (L) (1) "UNFAIR LABOR PRACTICE" MEANS AN ACT TO INTERFERE WITH,  
21 RESTRAIN, OR COERCE AN EMPLOYEE IN THE EXERCISE OF ANY RIGHT UNDER THIS  
22 TITLE.

23 (2) "UNFAIR LABOR PRACTICE" INCLUDES THE REFUSAL BY THE WSSC  
24 OR AN EMPLOYEE ORGANIZATION TO NEGOTIATE IN GOOD FAITH AS REQUIRED BY  
25 THIS TITLE.

26 SUBTITLE 2. RIGHTS OF EMPLOYEES AND EMPLOYER; STRIKES; LOCKOUTS; AND  
27 UNFAIR LABOR PRACTICES.

28 11.5-201.

29 (A) AN EMPLOYEE SHALL HAVE THE RIGHT TO:

30 (1) TAKE PART IN OR REFRAIN FROM TAKING PART IN FORMING,  
31 JOINING, SUPPORTING, OR PARTICIPATING IN AN EMPLOYEE ORGANIZATION OR ITS  
32 LAWFUL ACTIVITIES;

33 (2) ON FILING OF A VALID PETITION AS PROVIDED IN § 11.5-402 OF THIS  
34 TITLE, VOTE BY SECRET BALLOT FOR OR AGAINST THE DESIGNATION OF AN  
35 EXCLUSIVE REPRESENTATIVE;

1 (3) BE FAIRLY REPRESENTED BY AN EXCLUSIVE REPRESENTATIVE IN  
2 COLLECTIVE BARGAINING; AND

3 (4) EXCEPT AS PROVIDED IN § 11.5-203 OF THIS SUBTITLE, ENGAGE IN  
4 OTHER CONCERTED ACTIVITIES FOR THE PURPOSE OF COLLECTIVE BARGAINING.

5 (B) AN EMPLOYEE WHO IS A MEMBER OF A BARGAINING UNIT WITH AN  
6 EXCLUSIVE REPRESENTATIVE MAY, WITHOUT THE INTERVENTION OF AN EMPLOYEE  
7 ORGANIZATION, DISCUSS ANY MATTER WITH THE GENERAL MANAGER OF THE WSSC  
8 OR THE GENERAL MANAGER'S DESIGNEE.

9 11.5-202.

10 THE WSSC HAS THE RIGHT TO:

11 (1) DIRECT AN EMPLOYEE IN THE PERFORMANCE OF AN EMPLOYEE'S  
12 ASSIGNED DUTIES;

13 (2) HIRE, SUPERVISE, PROMOTE, DEMOTE, DISCIPLINE, DISCHARGE,  
14 RETAIN, OR LAY OFF AN EMPLOYEE;

15 (3) MAINTAIN AND IMPROVE THE EFFICIENCY OF WSSC OPERATIONS;

16 (4) DETERMINE THE METHOD, MEANS, AND EQUIPMENT BY WHICH  
17 OPERATIONS ARE TO BE CONDUCTED;

18 (5) DETERMINE THE MISSION OF THE WSSC AND TAKE ACTIONS  
19 NECESSARY TO DISCHARGE ITS RESPONSIBILITIES IN AN EMERGENCY; AND

20 (6) TAKE ANY ACTION NOT PRECLUDED BY THIS TITLE OR BY A  
21 MEMORANDUM OF UNDERSTANDING TO CARRY OUT THE MISSION OF THE WSSC.

22 11.5-203.

23 (A) AN EMPLOYEE, A GROUP OF EMPLOYEES, OR AN EMPLOYEE  
24 ORGANIZATION MAY NOT ENGAGE IN, INDUCE, INITIATE, OR RATIFY A STRIKE BY  
25 EMPLOYEES.

26 (B) AN EMPLOYEE MAY NOT RECEIVE COMPENSATION FROM THE WSSC  
27 WHILE THE EMPLOYEE IS ENGAGED IN A STRIKE.

28 (C) IF A STRIKE OCCURS, THE WSSC MAY:

29 (1) PETITION THE CIRCUIT COURT FOR APPROPRIATE RELIEF,  
30 INCLUDING INJUNCTION;

31 (2) TAKE APPROPRIATE DISCIPLINARY ACTION AGAINST AN EMPLOYEE  
32 WHO VIOLATES SUBSECTION (A) OF THIS SECTION, INCLUDING SUSPENSION OR  
33 DISCHARGE; OR

1 (3) REVOKE THE CERTIFICATION OF AN EXCLUSIVE REPRESENTATIVE  
2 WHO VIOLATES SUBSECTION (A) OF THIS SECTION.

3 (D) AN EMPLOYEE ORGANIZATION DECERTIFIED UNDER SUBSECTION (C)(3)  
4 OF THIS SECTION MAY NOT BE RECERTIFIED FOR ONE YEAR AFTER THE END OF THE  
5 STRIKE THAT RESULTED IN THE DECERTIFICATION.

6 11.5-204.

7 (A) THE WSSC MAY NOT ENGAGE IN A LOCKOUT.

8 (B) IN THE EVENT A LOCKOUT OCCURS OR APPEARS IMMINENT, THE  
9 EMPLOYEE ORGANIZATION INVOLVED MAY PETITION THE CIRCUIT COURT FOR  
10 APPROPRIATE RELIEF, INCLUDING INJUNCTION.

11 11.5-205.

12 (A) THE WSSC, AN EMPLOYEE ORGANIZATION, OR AN EMPLOYEE MAY NOT  
13 ENGAGE IN AN UNFAIR LABOR PRACTICE.

14 (B) (1) AN ALLEGATION THAT AN UNFAIR LABOR PRACTICE HAS BEEN  
15 COMMITTED SHALL BE IN WRITING AND SERVED BY THE CHARGING PARTY TO THE  
16 PARTY ALLEGED TO HAVE ENGAGED IN THE VIOLATION WITHIN 30 DAYS OF THE  
17 VIOLATION.

18 (2) WITHIN 5 BUSINESS DAYS OF SERVICE OF THE ALLEGATION, A  
19 NEUTRAL PARTY SHALL BE APPOINTED AS PROVIDED UNDER § 11.5-301 OF THIS  
20 TITLE.

21 (3) THE NEUTRAL PARTY SHALL:

22 (I) INVESTIGATE THE ALLEGATION AND DETERMINE WHETHER  
23 AN UNFAIR LABOR PRACTICE HAS BEEN COMMITTED;

24 (II) ISSUE A REPORT TO THE WSSC COMMISSIONERS AND THE  
25 EMPLOYEE ORGANIZATION STATING THE NEUTRAL PARTY'S FINDINGS AND REMEDY.

26 (C) THE COST OF THE NEUTRAL PARTY'S INVESTIGATION AND REPORT OF AN  
27 UNFAIR LABOR PRACTICE SHALL BE PAID:

28 (1) IF THE NEUTRAL PARTY DETERMINES THAT A VIOLATION DID NOT  
29 OCCUR, BY THE PARTY ALLEGING THE UNFAIR LABOR PRACTICE; OR

30 (2) IF THE NEUTRAL PARTY DETERMINES THAT A VIOLATION DID  
31 OCCUR, BY THE PARTY WHO COMMITTED THE UNFAIR LABOR PRACTICE.

32 11.5-206.

33 THE EXPRESSION OR DISSEMINATION OF AN OPINION, WHETHER ORALLY OR IN  
34 WRITING, IS NOT:

1 (1) AN UNFAIR LABOR PRACTICE; OR

2 (2) GROUNDS FOR INVALIDATING AN ELECTION CONDUCTED UNDER  
3 THIS TITLE IF THE EXPRESSION OR DISSEMINATION DOES NOT CONTAIN A THREAT  
4 OF REPRISAL OR A PROMISE OF BENEFIT.

5 SUBTITLE 3. APPOINTMENT OF NEUTRAL PARTY.

6 11.5-301.

7 (A) IF A DISPUTE ARISES UNDER THIS TITLE THAT REQUIRES THE  
8 APPOINTMENT OF A NEUTRAL PARTY, THE PARTIES SHALL PROMPTLY SELECT AN  
9 IMPARTIAL AGENCY TO ADMINISTER THE APPOINTMENT PROCEEDING.

10 (B) (1) IF THE PARTIES ARE UNABLE TO AGREE ON THE APPOINTMENT OF A  
11 NEUTRAL PARTY, THE IMPARTIAL AGENCY SHALL PROVIDE A LIST OF 10  
12 INDIVIDUALS FROM THE IMPARTIAL AGENCY'S LIST OF QUALIFIED INDIVIDUALS IN  
13 THE FIELD OF PUBLIC SECTOR LABOR RELATIONS.

14 (2) IF THE PARTIES ARE UNABLE TO AGREE ON THE APPOINTMENT OF  
15 AN INDIVIDUAL NAMED ON THE LIST PROVIDED BY THE IMPARTIAL AGENCY, EACH  
16 PARTY TO THE PROCEEDING SHALL, IN AN ORDER DETERMINED BY RANDOM  
17 DRAWING, ALTERNATELY STRIKE NAMES FROM THE LIST UNTIL ONE NAME  
18 REMAINS.

19 (3) THE REMAINING NAME ON THE LIST SHALL BE APPOINTED AS THE  
20 NEUTRAL PARTY.

21 (C) A NEUTRAL PARTY SHALL BE COMPENSATED AT A RATE TO BE  
22 DETERMINED AT THE TIME OF THE NEUTRAL PARTY'S APPOINTMENT.

23 (D) THE WSSC AND AN EMPLOYEE ORGANIZATION SHALL SHARE EQUALLY  
24 THE COST OF COMPENSATING A NEUTRAL PARTY.

25 SUBTITLE 4. ELECTION AND CERTIFICATION OF EXCLUSIVE REPRESENTATIVE.

26 11.5-401.

27 EXCEPT AS OTHERWISE PROVIDED IN THIS SUBTITLE, A NEUTRAL PARTY SHALL  
28 CONDUCT AN ELECTION FOR AN EXCLUSIVE REPRESENTATIVE OF A BARGAINING  
29 UNIT IF:

30 (1) A VALID PETITION IS FILED IN ACCORDANCE WITH § 11.5-402 OF THIS  
31 SUBTITLE; AND

32 (2) THE BARGAINING UNIT INVOLVED IN THE PETITION IS DETERMINED  
33 TO BE AN APPROPRIATE BARGAINING UNIT UNDER § 11.5-403 OF THIS SUBTITLE.

1 11.5-402.

2 (A) A PETITION FOR THE ELECTION OF AN EXCLUSIVE REPRESENTATIVE MAY  
3 BE FILED WITH THE SECRETARY OF THE WSSC:

4 (1) (I) BY AN EMPLOYEE ORGANIZATION SEEKING CERTIFICATION AS  
5 EXCLUSIVE REPRESENTATIVE; OR

6 (II) BY AN EMPLOYEE, A GROUP OF EMPLOYEES, OR AN EMPLOYEE  
7 ORGANIZATION SEEKING A NEW ELECTION TO DECERTIFY AN EXCLUSIVE  
8 REPRESENTATIVE; AND

9 (2) ONLY DURING OCTOBER OF EACH FISCAL YEAR.

10 (B) A PETITION SHALL INCLUDE:

11 (1) A STATEMENT THAT THE PETITIONER REPRESENTS AT LEAST 30% OF  
12 THE EMPLOYEES IN THE PROPOSED BARGAINING UNIT AS EVIDENCED BY  
13 AUTHORIZATIONS TO REPRESENT, DUES DEDUCTION AUTHORIZATIONS, OR  
14 MEMBERSHIP IN THE EMPLOYEE ORGANIZATION;

15 (2) THE NAME, AFFILIATION, AND ADDRESS OF THE PETITIONER;

16 (3) THE NAMES AND TITLES OF THE OFFICERS AND AUTHORIZED  
17 AGENTS OF THE EMPLOYEE ORGANIZATION;

18 (4) A DESCRIPTION OF THE PROPOSED BARGAINING UNIT THE  
19 PETITIONER CLAIMS TO BE APPROPRIATE FOR EXCLUSIVE REPRESENTATION;

20 (5) THE NUMBER OF EMPLOYEES IN THE PROPOSED BARGAINING UNIT;

21 (6) A STATEMENT AFFIRMING THAT THE EMPLOYEE ORGANIZATION  
22 ACCEPTS MEMBERS WITHOUT REGARD TO AGE, MARITAL STATUS, NATIONAL ORIGIN,  
23 RACE, RELIGION, DISABILITY, SEXUAL ORIENTATION, OR GENDER;

24 (7) A CLEAR AND CONCISE STATEMENT OF THE EMPLOYEE  
25 ORGANIZATION'S REASONS IN SUPPORT OF THE APPROPRIATENESS OF THE  
26 PROPOSED BARGAINING UNIT; AND

27 (8) THE NAME AND ADDRESS OF ANY OTHER EMPLOYEE ORGANIZATION  
28 KNOWN TO REPRESENT EMPLOYEES WITHIN THE PROPOSED BARGAINING UNIT.

29 (C) (1) WITHIN 5 BUSINESS DAYS AFTER A PETITION HAS BEEN SUBMITTED,  
30 THE SECRETARY OF THE WSSC SHALL NOTIFY ALL INTERESTED PARTIES.

31 (2) THE NOTICE SHALL ESTABLISH A TIME AND PLACE TO BEGIN  
32 NEGOTIATIONS ON QUESTIONS CONCERNING THE APPROPRIATENESS OF THE  
33 PROPOSED BARGAINING UNIT.

1 (D) (1) AN EMPLOYEE ORGANIZATION SEEKING TO INTERVENE IN THE  
2 NEGOTIATIONS SHALL PROVIDE WRITTEN NOTICE TO THE SECRETARY OF THE WSSC  
3 ON OR BEFORE THE DAY THE NEGOTIATION IS SCHEDULED TO BEGIN.

4 (2) THE NOTICE SHALL INCLUDE:

5 (I) A STATEMENT THAT THE INTERVENING EMPLOYEE  
6 ORGANIZATION REPRESENTS AT LEAST 10% OF THE EMPLOYEES IN THE PROPOSED  
7 BARGAINING UNIT AS EVIDENCED BY AUTHORIZATIONS TO REPRESENT, DUES  
8 DEDUCTION AUTHORIZATIONS, OR MEMBERSHIP IN THE EMPLOYEE ORGANIZATION;

9 (II) THE NAME, AFFILIATION, AND ADDRESS OF THE INTERVENING  
10 EMPLOYEE ORGANIZATION;

11 (III) THE NAMES AND TITLES OF THE OFFICERS AND AUTHORIZED  
12 AGENTS OF THE INTERVENING EMPLOYEE ORGANIZATION;

13 (IV) A DESCRIPTION OF THE UNIT THAT THE INTERVENING  
14 EMPLOYEE ORGANIZATION CLAIMS TO BE APPROPRIATE FOR EXCLUSIVE  
15 REPRESENTATION;

16 (V) THE NUMBER OF EMPLOYEES IN THE PROPOSED BARGAINING  
17 UNIT;

18 (VI) A STATEMENT AFFIRMING THAT THE INTERVENING EMPLOYEE  
19 ORGANIZATION ACCEPTS MEMBERS WITHOUT REGARD TO AGE, MARITAL STATUS,  
20 NATIONAL ORIGIN, RACE, RELIGION, DISABILITY, SEXUAL ORIENTATION, OR GENDER;  
21 AND

22 (VII) A CLEAR AND CONCISE STATEMENT OF THE INTERVENING  
23 EMPLOYEE ORGANIZATION'S REASONS IN SUPPORT OF THE APPROPRIATENESS OF  
24 THE PROPOSED BARGAINING UNIT.

25 11.5-403.

26 (A) (1) IF THE WSSC AND EACH EMPLOYEE ORGANIZATION AGREE ON AN  
27 APPROPRIATE BARGAINING UNIT, THE WSSC SHALL ISSUE AN ORDER DEFINING THE  
28 APPROPRIATE BARGAINING UNIT.

29 (2) IF THE WSSC AND EACH EMPLOYEE ORGANIZATION ARE UNABLE TO  
30 AGREE ON AN APPROPRIATE BARGAINING UNIT, A NEUTRAL PARTY SHALL BE  
31 APPOINTED AS PROVIDED UNDER § 11.5-301 OF THIS TITLE.

32 (3) THE NEUTRAL PARTY SHALL MAKE THE FINAL RULING DEFINING AN  
33 APPROPRIATE BARGAINING UNIT.

34 (B) (1) IN DETERMINING THE APPROPRIATENESS OF A BARGAINING UNIT,  
35 THE NEUTRAL PARTY SHALL CONSIDER:

1 (I) THE COMMUNITY OF INTEREST OF THE EMPLOYEES,  
2 INCLUDING SIMILARITY OF JOB DUTIES, SKILLS, WAGES, EDUCATIONAL  
3 REQUIREMENTS, SUPERVISION, HOURS OF WORK, JOB LOCATION, AND WORKING  
4 CONDITIONS;

5 (II) THE HISTORY OF EMPLOYEE REPRESENTATION IN THE UNIT;

6 (III) THE EFFICIENT OPERATION OF THE WSSC AND SOUND  
7 EMPLOYEE RELATIONS; AND

8 (IV) THE RESPONSIBILITY OF THE WSSC AND ITS EMPLOYEES TO  
9 SERVE THE PUBLIC.

10 (2) A BARGAINING UNIT MAY NOT BE ESTABLISHED BASED SOLELY ON  
11 THE EXTENT TO WHICH EMPLOYEES IN THE PROPOSED UNIT HAVE ORGANIZED.

12 11.5-404.

13 (A) AFTER DETERMINING THAT A VALID PETITION HAS BEEN SUBMITTED,  
14 THE SECRETARY OF THE WSSC SHALL NOTIFY EACH INTERESTED EMPLOYEE  
15 ORGANIZATION OF THE PENDING ELECTION PETITION.

16 (B) THE WSSC AND EACH INTERESTED EMPLOYEE ORGANIZATION SHALL  
17 MEET AND NEGOTIATE AS TO:

18 (1) A DATE FOR THE ELECTION;

19 (2) THE ELECTION PROCEDURES; AND

20 (3) THE EMPLOYEES ELIGIBLE TO VOTE.

21 (C) IF AFTER 10 BUSINESS DAYS THE PARTIES ARE UNABLE TO AGREE, A  
22 NEUTRAL PARTY SHALL BE APPOINTED AS PROVIDED UNDER § 11.5-301 OF THIS  
23 TITLE TO MAKE THE FINAL RULING REGARDING ANY UNRESOLVED ELECTION ISSUE.  
24 11.5-405.

25 (A) AN ELECTION TO DETERMINE THE EXCLUSIVE REPRESENTATIVE FOR A  
26 BARGAINING UNIT, INCLUDING ALL ISSUES RELATING TO THE CONDUCT OF THE  
27 ELECTION, SHALL BE CONDUCTED BY A NEUTRAL PARTY APPOINTED AS PROVIDED  
28 UNDER § 11.5-301 OF THIS TITLE.

29 (B) ALL ELECTIONS SHALL BE CONDUCTED BY SECRET BALLOT.

30 (C) THE BALLOT SHALL CONTAIN:

31 (1) THE NAME OF EACH EMPLOYEE ORGANIZATION THAT SUBMITS A  
32 VALID PETITION REQUIRING AN ELECTION;

1           (2)     THE NAME OF ANY OTHER EMPLOYEE ORGANIZATION SUPPORTED  
2 BY A PETITION SIGNED BY AT LEAST 10% OF THE ELIGIBLE EMPLOYEES IN THE  
3 BARGAINING UNIT; AND

4           (3)     AN OPTION FOR NO REPRESENTATION.

5     (D)     IF NONE OF THE CHOICES ON THE BALLOT RECEIVES A MAJORITY OF THE  
6 VOTES CAST, THE NEUTRAL PARTY SHALL CONDUCT A RUNOFF ELECTION BETWEEN  
7 THE CHOICES THAT RECEIVED THE TWO HIGHEST NUMBER OF VOTES IN THE  
8 ELECTION.

9     (E)     THE WSSC SHALL CERTIFY AS EXCLUSIVE REPRESENTATIVE THE  
10 EMPLOYEE ORGANIZATION RECEIVING THE VOTES IN AN ELECTION FROM A  
11 MAJORITY OF THE EMPLOYEES VOTING IN THE ELECTION.

12     (F)     (1)     AN ELECTION MAY NOT BE CONDUCTED:

13                   (I)     WITHIN 1 YEAR AFTER THE DAY OF A VALID INITIAL ELECTION  
14 UNDER THIS SECTION; OR

15                   (II)    EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,  
16 DURING THE TERM OF A MEMORANDUM OF UNDERSTANDING.

17           (2)     DURING THE TERM OF A MEMORANDUM OF UNDERSTANDING, A  
18 PETITION FOR AN ELECTION MAY BE FILED ONLY DURING OCTOBER OF THE FISCAL  
19 YEAR IN WHICH THE MEMORANDUM OF UNDERSTANDING EXPIRES.

20 11.5-406.

21     (A)     THE WSSC SHALL RECOGNIZE THE RIGHT OF AN EMPLOYEE  
22 ORGANIZATION, CERTIFIED UNDER THIS SUBTITLE AS THE EXCLUSIVE  
23 REPRESENTATIVE OF A BARGAINING UNIT, TO REPRESENT EMPLOYEES OF THE  
24 BARGAINING UNIT IN COLLECTIVE BARGAINING AND IN THE SETTLEMENT OF  
25 GRIEVANCES.

26     (B)     AN EMPLOYEE ORGANIZATION CERTIFIED AS THE EXCLUSIVE  
27 REPRESENTATIVE SHALL:

28           (1)     SERVE AS THE SOLE AND EXCLUSIVE BARGAINING AGENT FOR EACH  
29 EMPLOYEE IN THE BARGAINING UNIT; AND

30           (2)     REPRESENT FAIRLY AND WITHOUT DISCRIMINATION EACH  
31 EMPLOYEE IN THE BARGAINING UNIT, WHETHER OR NOT THE EMPLOYEE IS A  
32 MEMBER OF THE EMPLOYEE ORGANIZATION OR IS PAYING DUES OR IS OTHERWISE  
33 PARTICIPATING IN ITS AFFAIRS.

## 1 SUBTITLE 5. COLLECTIVE BARGAINING PROCESS.

2 11.5-501.

3 (A) (1) THE WSSC AND AN EMPLOYEE ORGANIZATION CERTIFIED AS  
4 EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT SHALL MEET AND ENGAGE IN  
5 COLLECTIVE BARGAINING IN GOOD FAITH IN REGARD TO WAGES, HOURS, AND  
6 OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

7 (2) MEETINGS SHALL BE HELD AT REASONABLE TIMES, INCLUDING IN  
8 ADVANCE OF THE WSSC'S BUDGET MAKING PROCESS.

9 (B) A MEMORANDUM OF UNDERSTANDING THAT INCORPORATES ALL  
10 MATTERS OF AGREEMENT REACHED BY THE PARTIES SHALL BE EXECUTED BY THE  
11 EXCLUSIVE REPRESENTATIVE AND THE GENERAL MANAGER OF THE WSSC OR THE  
12 GENERAL MANAGER'S DESIGNEE.

13 (C) THIS SECTION DOES NOT REQUIRE THE WSSC OR THE EXCLUSIVE  
14 REPRESENTATIVE TO AGREE TO ANY PROPOSAL OR TO MAKE ANY CONCESSION.

15 (D) (1) IF A MEMORANDUM OF UNDERSTANDING PROVIDES FOR A  
16 GRIEVANCE PROCEDURE, THAT PROCEDURE SHALL BE THE SOLE PROCEDURE FOR  
17 ADDRESSING GRIEVANCES OF EMPLOYEES IN THE BARGAINING UNIT.

18 (2) NOTHING IN THIS SUBSECTION SHALL BE CONSTRUED TO LIMIT AN  
19 EMPLOYEE'S RIGHT TO AN APPEAL TO THE SECRETARY OF BUDGET AND  
20 MANAGEMENT UNDER ARTICLE 29, § 11-109(B) OF THE CODE.

21 (E) WITH REGARD TO A CONDITION OF EMPLOYMENT THAT WOULD REQUIRE  
22 THE APPROVAL OF FUNDS IN THE WSSC'S OPERATING BUDGET, COLLECTIVE  
23 BARGAINING SHALL BE COMPLETED ON OR BEFORE THE DAY THAT THE WSSC IS  
24 REQUIRED TO SUBMIT ITS ANNUAL OPERATING BUDGET TO THE COUNTY  
25 EXECUTIVES OF MONTGOMERY COUNTY AND PRINCE GEORGE'S COUNTY.

26 (F) NOTWITHSTANDING ANY OTHER PROVISION OF THIS TITLE, THE WSSC  
27 MAY NOT BE REQUIRED TO NEGOTIATE OVER RETIREMENT BENEFITS.

28 (G) A SINGLE-YEAR OR MULTIPLE-YEAR MEMORANDUM OF UNDERSTANDING  
29 SHALL EXPIRE AT THE CLOSE OF THE APPROPRIATE FISCAL YEAR.

30 (H) A MEMORANDUM OF UNDERSTANDING NEGOTIATED BY THE EXCLUSIVE  
31 REPRESENTATIVE AND THE WSSC SHALL BE SUBJECT TO APPROVAL BY THE WSSC  
32 COMMISSIONERS.

33 (I) (1) THE WSSC SHALL INCLUDE IN ITS ANNUAL OPERATING BUDGET,  
34 WHICH IT SUBMITS TO THE COUNTY EXECUTIVES OF MONTGOMERY COUNTY AND  
35 PRINCE GEORGE'S COUNTY, PROVISIONS FOR THE FUNDING OF ALL TERMS  
36 INCLUDED IN ALL MEMORANDA OF UNDERSTANDING.

1 (2) UNLESS THE MONTGOMERY COUNTY AND PRINCE GEORGE'S  
2 COUNTY COUNCILS APPROVE THE WSSC'S BUDGET SO AS TO APPROVE THE TERMS OF  
3 A MEMORANDUM OF UNDERSTANDING, THE WSSC AND THE EXCLUSIVE  
4 REPRESENTATIVE SHALL REOPEN THE MEMORANDUM OF UNDERSTANDING AND  
5 BARGAIN WITH RESPECT TO THE PROVISIONS NOT APPROVED BY THE COUNTY  
6 COUNCILS.

7 (J) IF A PROVISION OF THE MEMORANDUM OF UNDERSTANDING IS RULED  
8 INVALID OR FUNDS ARE NOT APPROVED BY MONTGOMERY COUNTY OR PRINCE  
9 GEORGE'S COUNTY, THE REMAINDER OF THE MEMORANDUM OF UNDERSTANDING  
10 REMAINS IN EFFECT.

11 11.5-502.

12 (A) IF THE PARTIES HAVE NOT REACHED AGREEMENT ON A MEMORANDUM  
13 OF UNDERSTANDING WITHIN 60 DAYS OF THE DAY THAT THE WSSC IS REQUIRED TO  
14 SUBMIT ITS OPERATING BUDGET TO THE COUNTY EXECUTIVES OF MONTGOMERY  
15 COUNTY AND PRINCE GEORGE'S COUNTY, OR HAVE REACHED AN IMPASSE IN  
16 NEGOTIATIONS, A NEUTRAL PARTY SHALL BE APPOINTED AS PROVIDED IN § 11.5-301  
17 OF THIS TITLE TO MEDIATE THE DISPUTE.

18 (B) IF AFTER A REASONABLE TIME AN AGREEMENT HAS NOT BEEN REACHED,  
19 A THREE-MEMBER IMPASSE PANEL SHALL BE APPOINTED TO MEDIATE.

20 (C) (1) THE WSSC AND THE EXCLUSIVE REPRESENTATIVE SHALL EACH  
21 APPOINT ONE MEMBER OF THE IMPASSE PANEL, WHO MAY NOT BE EMPLOYED IN  
22 ANY CAPACITY BY THE WSSC OR THE EXCLUSIVE REPRESENTATIVE.

23 (2) IF AN EMPLOYEE ORGANIZATION, IN ADDITION TO THE EXCLUSIVE  
24 REPRESENTATIVE, IS INVOLVED IN THE DISPUTE, THE EMPLOYEE ORGANIZATION  
25 AND THE EXCLUSIVE REPRESENTATIVE ARE LIMITED TO APPOINTING ONE MEMBER  
26 OF THE IMPASSE PANEL.

27 (3) A NEUTRAL PARTY SHALL BE APPOINTED AS PROVIDED UNDER §  
28 11.5-301 OF THIS TITLE TO CHAIR THE IMPASSE PANEL.

29 (D) THE WSSC COMMISSIONERS AND THE EXCLUSIVE REPRESENTATIVE  
30 SHALL DETERMINE THE COMPENSATION FOR THE IMPASSE PANEL AT THE TIME OF  
31 THE PANEL'S APPOINTMENT.

32 (E) THE IMPASSE PANEL MAY MEDIATE, HOLD HEARINGS, REVIEW DATA, OR  
33 TAKE ANY ACTION NECESSARY TO MAKE A RECOMMENDATION TO RESOLVE THE  
34 IMPASSE.

35 (F) IF THE IMPASSE HAS NOT BEEN RESOLVED WITHIN 20 DAYS OF THE DAY  
36 THAT THE WSSC'S OPERATING BUDGET MUST BE SUBMITTED TO THE COUNTY  
37 EXECUTIVES OF MONTGOMERY COUNTY AND PRINCE GEORGE'S COUNTY, THE  
38 IMPASSE PANEL SHALL ISSUE A WRITTEN REPORT TO THE WSSC AND THE  
39 EXCLUSIVE REPRESENTATIVE CONTAINING THE PANEL'S FINDINGS OF FACT,

1 CONCLUSIONS, AND ADVISORY RECOMMENDATIONS FOR SETTLEMENT OF THE  
2 DISPUTE.

3 (G) THE WSSC AND THE EXCLUSIVE REPRESENTATIVE SHALL SHARE  
4 EQUALLY THE COSTS OF THE IMPASSE PANEL.

5 (H) IF THE IMPASSE HAS NOT BEEN RESOLVED WITHIN 15 DAYS AFTER THE  
6 WSSC HAS SUBMITTED ITS PROPOSED OPERATING BUDGET TO THE COUNTY  
7 EXECUTIVES OF MONTGOMERY COUNTY AND PRINCE GEORGE'S COUNTY, EITHER  
8 PARTY MAY REQUEST THAT ALL NON-ECONOMIC ISSUES AND HEALTH CARE  
9 BENEFIT ISSUES BE SUBMITTED TO BINDING ARBITRATION BY A NEUTRAL PARTY  
10 APPOINTED UNDER § 11.5-301 OF THIS TITLE.

11 SUBTITLE 6. FINANCIAL REPORTS TO EMPLOYEES.

12 11.5-601.

13 (A) EACH EMPLOYEE ORGANIZATION THAT INCLUDES AT LEAST ONE  
14 EMPLOYEE AS A MEMBER SHALL, WITHIN 60 DAYS AFTER THE END OF ITS FISCAL  
15 YEAR, MAKE AVAILABLE TO THE MEMBERS A FINANCIAL REPORT IN THE FORM OF A  
16 BALANCE SHEET AND AN OPERATING STATEMENT PREPARED BY A CERTIFIED  
17 PUBLIC ACCOUNTANT.

18 (B) IF AN EMPLOYEE ORGANIZATION FAILS TO COMPLY WITH THE  
19 PROVISIONS OF THIS SECTION, THE WSSC MAY TAKE ANY ACTION NECESSARY TO  
20 PROTECT AN EMPLOYEE, INCLUDING:

21 (1) THE SUSPENSION OF AN EMPLOYEE ORGANIZATION'S  
22 CERTIFICATION AS EXCLUSIVE REPRESENTATIVE;

23 (2) THE SUSPENSION OF A PRIVILEGE ACQUIRED BY THE EMPLOYEE  
24 ORGANIZATION AS THE RESULT OF CERTIFICATION AS EXCLUSIVE  
25 REPRESENTATIVE; OR

26 (3) REVOCATION OF THE RIGHT TO PARTICIPATE IN AN ELECTION FOR  
27 EXCLUSIVE REPRESENTATIVE.

28 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be  
29 construed to apply only prospectively and may not be applied or interpreted to have  
30 any effect on or application to any collective bargaining agreement entered into by the  
31 Washington Suburban Sanitation Commission and the American Federation of State,  
32 County, and Municipal Employees (AFSCME), AFL-CIO Council 67 and Local 298  
33 before the effective date of this Act.

34 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take  
35 effect October 1, 2003, and shall apply to all bargaining cycles that begin on or after  
36 the effective date of this Act.